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RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF JAMES R. BUTCH, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 1101, LOTS 57, 58, 59, 60, 61, 63, 116, 117, 118, 119, 120, 125, 126, 129, 136, AND 137, CONSISTING OF 130.838 ACRES, FOR THE AMOUNT OF \$817,737.50

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **James R. Butch**, having presented himself as the owner of the land and premises located in the **Township of Franklin** (hereinafter the "Township"), and known as **Block 1101, Lots 57, 58, 59, 60, 61, 63, 116, 117, 118, 119, 120, 125, 126, 129, 136, and 137, on the Official Tax Map of the Township** (hereinafter collectively the "Property"), which consists of approximately **130.838 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **James R. Butch**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$817,737.50**, which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$817,737.50**, pursuant to CAF# 12-07185, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by James R. Butch known as **Block 1101, Lots 57, 58, 59, 60, 61, 63, 116, 117, 118, 119, 120, 125, 126, 129, 136, and, 137**, in the Township of Franklin, County of Gloucester, State of New Jersey for the amount of **\$817,737.50**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **James R. Butch**, in regard to the County's purchase of development easements in the farm premises known as **Block 1101, Lots 57, 58, 59, 60, 61, 63, 116, 117, 118, 119, 120, 125, 126, 129, 136, and, 137**, in the Township of Franklin, County of Gloucester, State of New

Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 22, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONTRACT TO SELL DEVELOPMENT EASEMENT

JAMES R. BUTCH

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **James R. Butch**, having an address of 155 Butch's Lane, Franklinville, NJ, 08322
(hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: **Lots 57, 58, 59, 60, 61, 63, 116, 117, 118, 119, 120, 125, 126, 129, 136, and 137, Block 1101, in the Township of Franklin, County of Gloucester, and State of New Jersey** (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: **At Closing.**

PRICE PER ACRE: **\$ 6,250.00** ASSUMED ACREAGE: **Approximately 130.838 acres**

ESTIMATED GROSS SALES PRICE: **\$817,737.50**

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **NONE.**

OF EXCEPTION AREAS: **3 (2 severable exceptions; 1 non-severable exception)**

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**
 B - Conditions on Excepted Land - **no**
 C - Fuel Tank Disclosure - **yes**

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and

restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other

designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement

form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all

documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to

rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage

shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller.

Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller

applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall

constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment

Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall

establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or

enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

James R. Butch

BY: _____
James R. Butch

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: _____

Date: _____

James R. Butch

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COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-07185

DATE August 7, 2012

BUDGET NUMBER - CURRENT YR T-03-08-509-372-20548 B _____

DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$817,737.50c COUNTY COUNSEL August Knestaut

Resolution authorizing acquisition of a development easement, and the signing of an Agreement of Sale and other documents necessary for closing regarding DESCRIPTION: such easement, on the farm property of James R. Butch located in the Township of Franklin known as Block 1101; Lots 57, 58, 59, 60, 61, 63, 116, 117, 118, 119, 120, 125, 126, 129, 136, 137; consisting of 130.838 acres in the amount of \$817,737.50 (certified at \$6,250.00 per acre):

VENDOR: Title America Agency Corp

ADDRESS: 185 West White Horse Pike

Berlin, NJ 08009


DEPARTMENT HEAD APPROVAL

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-8-12

8/22/12
Meeting

G2

**RESOLUTION ACCEPTING DONATION OF \$12,181.66 FROM
UNITY SERVICE AMBULANCE ASSOCIATION TO THE
GLOUCESTER COUNTY ANIMAL SHELTER**

WHEREAS, the Gloucester County Animal Shelter is a facility that administers to the general welfare of animals, including the temporary housing and adoption of lost, stray or abandoned animals; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes and empowers local units, such as counties, to accept bequests, legacies, and gifts; and further empowers such local and county units to utilize such bequests, legacies and gifts in accordance with any terms and conditions set forth therein; and

WHEREAS, the Unity Service Ambulance Association ("Unity") of Harrisonville, New Jersey, recently voted to dissolve their organization, and in doing so, adopted a plan to liquidate the said association, and distribute the remaining funds of same; and

WHEREAS, Unity's plan of liquidation and dissolution provided that the Gloucester County Animal Shelter was named as a beneficiary of \$12,181.66 of Unity's remaining funds for distribution after liquidation of its assets; and

WHEREAS, it is in the interest of the County to accept and receive the aforesaid sums as a gift from Unity for any use by the Animal Shelter.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby accepts the gift of \$12,181.66 from Unity for the sole and exclusive use of and by the Gloucester County Animal Shelter.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 22, 2012, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS FOR THE SUPPLY AND DELIVERY OF GRASS SEED, TOPDRESSING, FERTILIZERS AND PLANT PROTECTANTS FOR THE PITMAN GOLF COURSE AND VETERANS MEMORIAL CEMETERY FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD TO: 1) SOUTH JERSY FARMERS EXCHANGE, INC., IN AN AMOUNT NOT TO EXCEED \$15,000.00; 2) FISHER AND SON COMPANY, INC., IN AN AMOUNT NOT TO EXCEED \$13,000.00; 3) MITCHELL PRODUCTS, LLC, IN AN AMOUNT NOT TO EXCEED \$6,000.00; 4) SEETON TURF WAREHOUSE LLC, IN AN AMOUNT NOT TO EXCEED \$7,000.00; 5) AGRIMUM ADVANCED TECHNOLOGIES (US) INC. IN AN AMOUNT NOT TO EXCEED \$20,000.00; 6) GENESIS TURFGRASS, INC., IN AN AMOUNT NOT TO EXCEED \$11,000.00; 7) SYNATEK IN AN AMOUNT NOT TO EXCEED \$400.00; 8) PENNINGTON SEED, INC., IN AN AMOUNT NOT TO EXCEED \$1,300.00; AND 9) JOHN DEERE LANDSCAPES IN AN AMOUNT NOT TO EXCEED \$9,000.00

WHEREAS, the County of Gloucester has advertised for the receipt of public bids for the supply and delivery of grass seed, topdressing, fertilizers and plant protectants for the Pitman Golf Course and Gloucester County Veterans Memorial Cemetery as per bid PD #12-022; and

WHEREAS, after following proper bidding procedure, it was determined that South Jersey Farmers Exchange, Inc., with offices at 101 East Avenue, Woodstown, New Jersey was the lowest responsive and responsible bidder to perform said services for items 1, 2, 5, 6 and 7 in Section II in an amount not to exceed \$15,000.00. Notwithstanding the status of this contract as open ended, the Purchasing Agent has certified the availability of funds in the amount of \$15,000.00 pursuant to CAF#12-07253, which amount shall be charged against budget line item # T-03-08-509-371-20529 (\$10,000.00) and item # 2-01-26-310-001-20529 (\$5,000.00); and

WHEREAS, after following proper bidding procedure, it was determined that Fisher and Son Company, Inc., with offices at 110 Summit Drive, Exton, Pennsylvania was the lowest responsive and responsible bidder to perform said services for item 1 in Section I, item 9 in Section II and Items 15, 21, 29, 39 and 40 in Section III, in an amount not to exceed \$13,000.00. Notwithstanding the status of this contract as open ended, the Purchasing Agent has certified the availability of funds in the amount of \$13,000.00 pursuant to CAF#12-07248, which amount shall be charged against budget line item #T-03-08-509-371-20529; and

WHEREAS, after following proper bidding procedure, it was determined that Mitchell Products, LLC, with offices at 1205 West Main Street, Millville, New Jersey was the lowest responsive and responsible bidder to perform said services for items 4 and 5 in Section I in an amount not to exceed \$6,000.00. Notwithstanding the status of this contract as open ended, the Purchasing Agent has certified the availability of funds in the amount of \$6,000.00 pursuant to CAF#12-07249, which amount shall be charged against budget line item # T-03-08-509-371-20529; and

WHEREAS, after following proper bidding procedure, it was determined that Seeton Turf Warehouse LLC, with offices at 25 Roland Avenue, Mt. Laurel, New Jersey was the lowest responsive and responsible bidder to perform said services for items 3,4, 8, 9, 11, 16 and 38 in Section III, in an amount not to exceed \$7,000.00. Notwithstanding the status of this contract as open ended, Purchasing Agent has certified the availability of funds in the amount of \$7,000.00 pursuant to CAF#12-07252, which amount shall be charged against budget line item # T-03-08-509-371-20593 ; and

WHEREAS, after following proper bidding procedure, it was determined that Agrium Advanced Technologies (US) Inc., with offices at 2915 Rocky Mountain Avenue, Suite 400, Loveland, CO 80538 was the lowest responsive and responsible bidder to perform said services for items 3 and 8 in Section II, items 1, 2, 12, 13, 19, 20, 22, 25, and 30 in Section III in an amount not to exceed \$20,000.00. Notwithstanding the status of this contract as open ended, the Purchasing Agent has certified the availability of funds in the amount of \$20,000.00 pursuant to CAF#12-07251, which amount shall be charged against budget line item # T-03-08-509-371-20593 (\$15,000.00) and item # 2-01-26-310-001-20529 (\$5,000.00); and

WHEREAS, after following proper bidding procedure, it was determined Genesis Turfgrass, Inc., of 137 Commerce Drive, Glen Rock, Pennsylvania, was the lowest responsive and responsible bidder to perform said services for items 14, 18, 24 and 37 in Section III in an amount not to exceed \$11,000.00. Notwithstanding the status of this contract as open ended, the Purchasing Agent has certified the availability of funds in the amount of \$11,000.00 pursuant to CAF#12-07252, which amount shall be charged against budget line item # T-03-08-509-371-20593; and

WHEREAS, after following proper bidding procedure, it was determined that Synatek, with offices at 737 Hagey Center Drive, Unit A, Souderton, Pennsylvania, was the lowest responsive and responsible bidder to perform said services for items 31 and 32 in Section III in an amount not to exceed \$400.00. Notwithstanding the status of this contract as open ended, the Purchasing Agent has certified the availability of funds in the amount of \$400.00 pursuant to CAF#12-07256, which amount shall be charged against budget line item # T-03-08-509-371-20529; and

WHEREAS, after following proper bidding procedure, it was determined that Pennington Seed, Inc., with offices at 9327 US Route 1, Suite J, Laurel, Maryland, was the lowest responsive and responsible bidder to perform said services for item 17 in Section III in an amount not to exceed \$1,300.00. Notwithstanding the status of this contract as open ended, the Purchasing Agent has certified the availability of funds in the amount of \$1,300.00 pursuant to CAF#12-07254, which amount shall be charged against budget line item #T-03-08-509-371-20593; and

WHEREAS, after following proper bidding procedure, it was determined that John Deere Landscapes, with offices at 1385 East 36th Street, Cleveland Ohio, was the lowest responsive and responsible bidder to perform said services for items 2 and 3 in Section I, for item 4 in Section II and items 5, 6, 7, 10, 23, 26, 27, 28, 33, 34, 35 and 36 in Section III in an amount not to exceed \$9,000.00. Notwithstanding the status of this contract as open ended, the Purchasing Agent has certified the availability of funds in the amount of \$9,000.00 pursuant to CAF#12-07255, which amount shall be charged against budget line item # T-03-08-509-371-20593 (\$8,000.00) and item # 2-01-26-310-001-20529 (\$1,000.00).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts for the supply and delivery of certain grass seed, topdressing, fertilizers and plant protectants, and in accordance with and pursuant to the bid PD #12-022 and as per bids submitted South Jersey Farmers Exchange, Inc., Fisher & Son Company, Inc., Mitchell Products, LLC, Seeton Turf Warehouse, LLC, Agrium Advanced Technologies (US) Inc., Genesis Turfgrass, Inc., Synatek, Pennington Seed, Inc., and John Deere Landscapes, and the specifications promulgated by the County, that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contracts with the above mentioned Vendors for the aforementioned purpose on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 22, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
SOUTH JERSEY FARMERS EXCHANGE, INC.**

THIS CONTRACT is made effective the _____ day of _____, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SOUTH JERSEY FARMERS EXCHANGE, INC.**, (a New Jersey Corporation) with offices at 101 East Avenue, Woodstown, New Jersey 08098, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to contract for the supply and delivery of blended fertilizer 22-0-22 (50% sulfur coated urea), blended fertilizer 22-0-22 (urea no SCU), blended fertilizer 10-20-20 (urea 30% SCU), blended fertilizer 20-0-10 (50% sulfur coated urea) and blended fertilizer 20-0-20 (50% sulfur coated urea) for use at the Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that ready, willing and able to provide these products and service pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver fertilizer consistent with the specifications, identified as PD-012-022, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** The County agrees to pay to Vendor an amount not to exceed \$15,000.00 for items 1, 2, 5, 6 and 7 in Section II, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made part of this Contract.

The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain fertilizer to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 1, 2, 5, 6, and 7 in Section II for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-022, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D.** The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E.** The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F.** The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G.** The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H.** The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- I.** The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- J.** Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

- A.** Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-022, which are specifically referred to and incorporated herein by reference.
- B.** If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C.** If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by

giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
- E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-022, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-022, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**SOUTH JERSEY FARMERS
EXCHANGE, INC.**

BY: _____

(Please Print Name)

63

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
FISHER AND SON COMPANY, INC.**

THIS CONTRACT is made effective the _____ day of _____, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **FISHER AND SON COMPANY, INC.**, (a Pennsylvania Corporation) with offices at 110 Summit Drive, Exton, Pennsylvania, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of USDA Blue Tag Certified Grass Seed Perennial Ryegrass "SR-4600" (Gray Leaf Spot Resistant), Lime, Hi Calcium (Greens Grade), Revert Wetting Agent, Insignia Intrinsic, Dylox 6.2G 30 lb bags Trichlorfon, Growth products (X-Xtra iron 6-0-0) and Primo PGR for use at the Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is ready, willing and able to provide these products and service pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERMS. Vendor will supply and deliver certain chemicals for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery consistent with the specifications, identified as PD-012-022, which are incorporated into and made a part of this Contract.

2. COMPENSATION. The County agrees to pay to Vendor an amount not to exceed of \$13,000.00 for item 1 in Section I, item 9 in Section II and Items 15, 21, 29, 39 and 40 in Section III for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made part of this Contract.

The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The Vendor will supply and deliver certain chemicals to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as item 1 in Section I, item 9 in Section II and item 15, 21, 29, 39, and 40 for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-022, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D.** The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E.** The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F.** The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G.** The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H.** The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- I.** The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- J.** Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-022, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking

effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-022, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-022, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FISHER AND SON COMPANY, INC.

BY: _____

(Please Print Name)

63

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
MITCHELL PRODUCTS, LLC**

THIS CONTRACT is made effective the _____ day of August, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MITCHELL PRODUCTS, LLC**, (a Limited Liability Company) with offices at 1205 West Main Street, Millville, New Jersey, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to contract for the supply and delivery of top dressing (90% sand, 10% Canadian humus sterilized dry, ph greater than 5.8) and bunker sand (U.S. Silica brand # 202) for use at the Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is ready, willing and able to provide these products and service pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver top dressing and bunker sand, consistent with the specifications, identified as PD-012-022, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. The County agrees to pay to Vendor an amount not to exceed of \$6,000.00 for items 4 and 5 in Section 1, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made part of this Contract.

The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain topdressing and bunker sand to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 4 and 5 in Section I, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-022, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this

Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-022, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for

sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-022, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-022, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

MITCHELL PRODUCTS, LLC

BY: _____

(Please Print Name)

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
SEETON TURF WAREHOUSE, LLC**

THIS CONTRACT is made effective the _____ day of _____, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SEETON TURF WAREHOUSE, LLC**, (a Limited Liability Company) with offices at 25 Roland Avenue, Mt. Laurel, New Jersey, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of (1)Chlorothalonil flowable 54% active ingredient, (2)Chlorothalonil dry flowable 82.5% active ingredient, (3)Metalazyk 25.1% active ingredient, (4)Chipco 26019 Fungicide Bayer, (5)Clearys 3336F Fungicide Thiophanate-methyl, (6)Andersons Goosegrass/Crabgrass Control SGN 80 5.25% Bensulide & 1.31 % Oxidiazon (stock number AGC8656-1, and (7)Calcium Sulphae Gypsum for use at the Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is ready, willing and able to provide the products and service pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver certain chemicals for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery consistent with the specifications, identified as PD-012-022, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. The County agrees to pay to Vendor an amount not to exceed \$7,000.00 for items 3, 4, 8, 9, 11, 16, and 38 in Section III, for the unit price set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made part of this Contract.

The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain chemicals to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which product is identified as items 3, 4, 8, 9, 11, 16 and 38 in Section III, for the unit price set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-022, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D.** The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E.** The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F.** The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G.** The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H.** The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- I.** The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- J.** Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-022, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking

effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-022, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-022, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

SEETON TURF WAREHOUSE, LLC

BY: _____

(Please Print Name)

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
AGRIUM ADVANCED TECHNOLOGIES (US) INC.**

THIS CONTRACT is made effective the _____ day of _____, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **AGRIUM ADVANCED TECHNOLOGIES (US) INC.**, with offices at 2915 Rocky Mountain Avenue, Suite 400, Loveland, CO 80538, hereinafter referred to as “**Vendor**”.

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of (1)21-3-16 Greens Grade Fertilizer with 63% BCMU (slow release nitrogen), (2)0-0-5 “Starphite: phosphite liquid fertilizer plus 8% calcium, (3)Daconil Action Weatherstik Fungicide Syngenta Chlorothalonil, (4)Daconil Action Ultrex Fungicide Syngenta, (5) Chlorothalonil, (6)Chlorpyrifos 4E insecticide 44.7%, (7)Acelepryn Chlorantraniliprole 18.4%, (8)Emerald 70WG, (9)Dismiss Herbicide, (10)Prostar 70 WDG case 4x3#, (11)Provaunt Insecticide Indoxacarb 30%, and (12)Bayleton 50 WP Fungicide for use at the Pitman Golf Course and Gloucester County Veterans Cemetery; and

WHEREAS, Vendor represents that it is ready, willing and able to provide these products and service pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver Chemicals and Grounds Maintenance Materials consistent with the specifications, identified as PD-012-022, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** The County agrees to pay to Vendor an amount not to exceed of \$20,000.00 for item 3 and 8 in Section II, item 1,2 12, 13, 19, 20, 22, 25, and 30 in Section III for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made part of this Contract.

The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain chemicals and ground maintenance materials to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 3 and 8 in Section II, items 1, 2, 12, 13, 19, 20, 22, 25, and 30 in Section III, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-022, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer

advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-022, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this

Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. METHODS OF WORK. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-022, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-022, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**AGRIUM ADVANCED
TECHNOLOGIES (US) INC.**

BY: _____

(Please Print Name)

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**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
GENESIS TURFGRASS, INC.**

THIS CONTRACT is made effective the _____ day of August, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **GENESIS TURFGRASS, INC.**, (a Pennsylvania Corporation) with offices at 137 Commerce Drive, Glen Rock Pennsylvania, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to contract for the supply and delivery of Dimension Herbicide 2 EW, Heritage Fungicide 50W, Growth Products brand Cal-Mag-Max (4% calcium & 2% magnesium) and Rodeo Herbicide Monsanto for use at the Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is ready, willing and able to provide these products and service pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver, Grass Seed, consistent with the specifications, identified as PD-012-022, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** The County agrees to pay to Vendor an amount not to exceed of \$11,000.00 for item 14, 18, 24 and 37 in Section III, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made part of this Contract.

The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as item 14, 18, 24 and 37 in Section III, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-022, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this

Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-022, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall

be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. METHODS OF WORK. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. COMPLIANCE WITH APPLICABLE LAW. Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-022, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-022, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GENESIS TURFGRASS, INC.

BY: _____

(Please Print Name)

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**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
SYNATEK**

THIS CONTRACT is made effective the _____ day of August, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SYNATEK** with offices at 737 Hagey Center Drive, Unit A, Souderton, Pennsylvania, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to contract for the supply and delivery of Excaliber Calcium and MicroTek water soluble micronutrients package for turf delivery for use at the Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is ready, willing and able to provide these products and service pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver grass seed, consistent with the specifications, identified as PD-012-022, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** The County agrees to pay to Vendor an amount not to exceed of \$400.00 for item 31 and 32 in Section III, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made part of this Contract.

The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as item 31 and 32 Section III, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-022, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this

Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-022, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this

Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-022, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-022, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SYNATEK

BY: _____

(Please Print Name)

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
PENNINGTON SEED, INC.**

THIS CONTRACT is made effective the _____ day of August, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PENNINGTON SEED, INC.**, (a Georgia Corporation) with offices at 9327 US Route 1, Suite J, Laurel, Maryland, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of Trimec Herbicide 992 for use at the Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is ready, willing and able to provide this product and service pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver grass seed consistent with the specifications, identified as PD-012-022, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** The County agrees to pay to Vendor an amount not to exceed of \$1,300.00 for item 17 in Section III, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made part of this Contract.

The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as item 17 in Section III, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-022, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this

Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-022, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for

sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-022, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-022, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PENNINGTON SEED, INC.

BY: _____

(Please Print Name)

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
JOHN DEERE LANDSCAPES**

THIS CONTRACT is made effective the _____ day of _____ 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **JOHN DEERE LANDSCAPES**, (a Cleveland Corporation) with offices at 1385 East 36th Street, Cleveland, Ohio, hereinafter referred to as “**Vendor**”.

RECITALS

WHEREAS, the County needs to contract for the supply and delivery of (1)Grass Seed Kentucky Bluegrass “Midnight” – (Seed must be USDA blue tag Certified Midnight type Bluegrass) 50lb Bags, (2)Grass Seed Blend Hard Fescue-Creeping Red Fescue-Blue Fescue-Chewings Fescue (Seed must be USDA Blue Tag Certified) 50 lb bags, (3)0-0-50 Potassium Sulfate Greens Grade 50lb bag, (4)Soaker Plus Wetting Agent, (5)Propiconazole 14.3% active ingredient, (6)Tenacity Herbicide Syngenta, (7)Vinclozolin 50% active ingredient, (8)Barricade Herbicide Prodiamine 65 WDG, (9)Wasp and Hornet Spray 12 x 16oz can, (10)Aloft GC SC Insecticide,(11) Foam Marker, (12)Turf Trax Blue Dye Spray Indicator, (13)Sprayer Tank cleaner/decontaminator, (14)Defoamer Foam Buster 20% Dimethylpolysiloxane, and (15)Mancozeb DG fungicide 75% active ingredient for use at the Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is ready, willing and able to provide these products and services pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

- 1. **TERMS**. Vendor will supply and deliver, Grass Seed, consistent with the specifications, identified as PD-012-022, which are incorporated into and made a part of this Contract.
- 2. **COMPENSATION**. The County agrees to pay to Vendor an amount not to exceed of \$9,000.00 for items 2 and 3 in Section I, for item 4 in Section II and items 5, 6, 7, 10, 23, 26, 27, 28, 33, 34, 35 and 36 in Section III, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made part of this Contract.

The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 2 and 3 in Section I, item 4 in Section II, and items 5, 6, 7, 10, 23, 26, 27, 28, 33, 34, 35 and 36 in Section III, for the unit prices set forth in Summary of Bids identified as PD-012-022, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-022, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-022, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this

Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF**. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY**. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK**. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER**. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY**. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES**. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES**. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-022, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-022, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

JOHN DEERE LANDSCAPES

BY: _____

(Please Print Name)

RESOLUTION AWARDING A CONTRACT TO LAWN & GOLF SUPPLY CO., INC., FOR THE PURCHASE OF A 2012 JACOBSEN LF550 FAIRWAY MOWER IN THE AMOUNT OF \$44,763.75

WHEREAS, the County of Gloucester's (hereinafter the "County") has the need for a fairway mower to be utilized at the County's Pitman Golf Course to cut and mow more efficiently and have selected the 2012 Jacobsen LF550 fairway mower with powered rear roller cleaning brushes and a mounted canopy/sunshade; and

WHEREAS, the County, after due notice and advertisement, received sealed bids as per PD-012-020, for the purchase of the aforementioned fairway mower; and

WHEREAS, after following proper bidding procedure, it was determined by the County's Purchasing Department that Lawn & Golf Supply Co., Inc., of 647 Nutt Road, PO Box 447, Phoenixville, PA was the lowest responsive and responsible bidder to provide the fairway mower, for the total contract amount of \$44,763.75, as more specifically described in the bid specifications; and

WHEREAS, the County's Purchasing Agent has certified the availability of funds in the amount of \$44,763.75, pursuant to C.A.F. #12-07283, which amount shall be charged against the following account: #C-04-12-019-315-19401.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders, that the purchase of a 2012 Jacobsen LF550 fairway mower with powered rear roller and a mounted canopy/sunshade from Lawn & Golf Supply Co., Inc., for total sum of \$44,763.75 for use by the County at its Pitman Golf Course, is hereby approved and authorized per County Bid PD-012-020; and

BE IT FURTHER RESOLVED, that the Freeholder Director, Clerk of the Board, and County Purchasing Agent, are hereby authorized to execute a contract, invoice or any other document necessary, for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

G4

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
LAWN & GOLF SUPPLY CO., INC.**

THIS CONTRACT is made effective the ____ day of _____, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with its principal office in Woodbury, New Jersey, hereinafter referred to as "**County**", and **LAWN & GOLF SUPPLY CO., INC.**, with offices at 647 Nutt Rd, Phoenixville, PA 19460-0447, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of a 2012 Jacobsen LF550 (or approved equal) fairway mower with powered rear roller cleaning brushes and canopy/sunshade mounted for use by the Pitman Golf Course to replace the existing mower which has become unreliable; and

WHEREAS, Vendor represents that it is ready, willing and able to provide the product sought by the County and will do so pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Vendor will provide, a 2012 Jacobsen LF550 (or approved equal) fairway mower with both Option #1: powered rear roller cleaning brushes and Option #2: canopy/sunshade mounted consistent with the specifications, identified as **PD 012-020**, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay **\$44,763.75** as per the Bid Specifications identified as **PD 012-020**, which is incorporated by reference and made part of this contract.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

Payments shall be made in accordance with this contract document upon receipt of an invoice and properly executed voucher. After approval by county, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver a 2012 Jacobsen **LF550 (or approved equal)** fairway mower with options #1 and #2 included to the Pitman Golf Course, which is identified in the Detailed specifications for the unit price set forth in the Summary of Bids identified as PD 012-020, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-012-020, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D.** The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E.** The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- F.** The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G.** The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H.** The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- I.** The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- J.** Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-020, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall

be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. METHODS OF WORK. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. COMPLIANCE WITH APPLICABLE LAW. Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-012-020, which are referred to and incorporated herein. Should here occur a conflict between the provisions of this Contract document and the specifications identified as PD-012-020, the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

LAWN & GOLF SUPPLY CO., INC.

BY: _____

(Please Print Name)

	<p>PD 012-020 Bid Opening 7/24/2012 10:00am</p>	
<p>SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF ONE (1) JACOBSEN LF550 FAIRWAY MOWER (OR APPROVED EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>	<p>VENDOR Lawn & Golf Supply Co. Inc. 647 Nutt Rd. PO Box 447 Phoenixville, PA 19460-0447 Robert D. Holman 610 933-5801 610 933-8890 Fax</p>	<p>VENDOR Turf Equipment & Supply Co. LLC. 6045 Kellers Church Rd. Pipersville, PA 18749 Phyllis C. Viola 800 226-4382 ext. 4502 215 766-2686 Fax</p>
<p>ITEM</p>	<p>DESCRIPTION</p>	
<p>1</p>	<p>2012 JACOBSEN LF550 FAIRWAY MOWER</p>	<p>\$41,883.75</p>
<p>Option #1</p>	<p>POWERED REAR ROLLER CLEANING BRUSHES</p>	<p>\$2,137.50</p>
<p>Option #2</p>	<p>CANOPY/SUNSHADE MOUNTED ON ROPS</p>	<p>\$742.50</p>
	<p>Total with all options included</p>	<p>\$45,251.69</p>
	<p>Variations: (if any)</p>	<p>NONE</p>
	<p>ARO</p>	<p>21 Days</p>
	<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>
	<p>Bid specifications sent to:</p>	<p>Prime Vendor Construction Journal</p>
	<p>Based upon the bids received, I recommend Lawn & Golf Supply Co. Inc. be awarded a contract as the lowest responsive, responsible bidder.</p>	<p>DeAngelo Brothers</p>
	<p>Sincerely,</p>	<p>Robert J. McErlane Assistant Purchasing Agent</p>

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COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N.J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-07283

DATE 7/26/2012

C-04-12-019-315-19401
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Golf Course

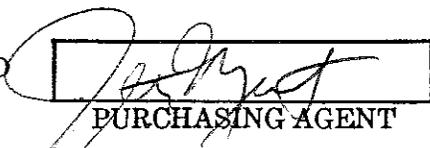
AMOUNT OF CERTIFICATION \$44,763.75 COUNTY COUNSEL Emmett Primas, Esquire

DESCRIPTION:
Purchase of a 2012 Jacobsen LF550 Fairway Mower with powered rear roller cleaning brushes and mounted Canopy/Sunshade for use at Gloucester County Pitman Golf Course. Th 2012 Jacobsen LF550 replaces a 2002 model mower.

VENDOR: Lawn & Golf Supply Co. Inc. August 22, 2012 meeting

ADDRESS: 647 Nutt Rd, P.O. Box 447
Phoenixville, PA 19460


DEPARTMENT HEAD APPROVAL
Orist Wells

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-9-12